

# FOIA Electronic Reading Room

## Document Coversheet

**Document Description:** N68936-02-D-0027 Contract

☐

**This document has been released in its entirety.**

☒

**Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are below indicated.**

☐

Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy

☐

Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.

☐

Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:

☒

Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.

☐

Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.

☐

Exemption (b)(6) Information excised is certain individual names and personal identifiers and is excised for heightened interest in the personal privacy of Department of Defense personnel that is concurrent with the increased security awareness demands.

☐

Exemption (b) (7) Information excised is investigatory records or information compiled for law enforcement purposes

☐

Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions

☐

Exemption (6)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:  
Naval Air Warfare Center Weapons Division  
Code K00000D (FOIA)  
1 Administration Circle Stop 1009  
China Lake, CA 93555-6100.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S1	PAGE OF PAGES 1 53
2. CONTRACT NO. N68936-02-D-0027		3. SOLICITATION NO. N68936-01-R-0079		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	
		5. DATE ISSUED 10 Jan 2002		6. REQUISITION/PURCHASE NO. N60530-1123-AALU	
7. ISSUED BY CDR NAWCWD CODE 2100000 ATTN: D. HU (780) 939-1622 1 ADMIN CIR, BLDG 2483 CHINA LAKE CA 93555-6100		CODE N68936	8. ADDRESS OFFER TO (If other than Item 7) CODE		
TEL: FAX: (780) 939-4241		<b>See Item 7</b>			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
<b>SOLICITATION</b>					
9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Block 7 until 17 00 local time 12 Feb 2002 (Hour) (Date)					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:		A. NAME DERRICK H HU	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (780) 939-1622	C. E-MAIL ADDRESS hudh@navair.navy.mil	
<b>11. TABLE OF CONTENTS</b>					
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>		
X A	SOLICITATION/ CONTRACT FORM	2	X I	CONTRACT CLAUSES	37
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	8	X J	LIST OF ATTACHMENTS	53
X D	PACKAGING AND MARKING	20	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X E	INSPECTION AND ACCEPTANCE	21	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	22		L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X G	CONTRACT ADMINISTRATION DATA	23	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	25			
<b>OFFER (Must be fully completed by offeror)</b>					
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					
		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE 92325	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  CONTRACTS
VERIDIAN ENGINEERING INC 4455 GENESEE ST P O BOX 400 BUFFALO NY 14225-1928					
15B. TELEPHONE NO (Include area code) (716) 831-8935		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
<b>AWARD (To be completed by Government)</b>					
19. ACCEPTED AS TO ITEMS NUMBERED 0001, 0002, 0003, and 0004		20. AMOUNT \$154,394,854.00		21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY DFAS - CLEVELAND CENTER & OPOCS SAN DIEGO 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819	
				26. NAME OF CONTRACTING OFFICER (Type or print) JEAN F BUTLER	
				27. UNITED STATES OF AMERICA <i>Jean Butler</i> (Signature of Contracting Officer)	
				28. AWARD DATE 7/1/02	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Previous Edition is Unusable

33-134

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.214(c)

**SECTION A Solicitation/Contract Form**

**CLAUSES INCORPORATED BY FULL TEXT**

**FOR YOUR INFORMATION:** The following addresses and point of contacts are provided:

Name: Derrick Hu  
Phone: (760) 939- 1622  
DSN: 437-1622  
FAX: (760) 939-4241  
Email address: hudh@navair.navy.mil

**U.S. Postal Service Mailing Address:**

COMMANDER  
CODE 210000D (D. Hu - 760-939-1622)  
NAVAIRWARCENWPNDIV  
1 ADMINISTRATION CIRCLE  
CHINA LAKE, CA 93555-6100

**Direct Delivery Address (UPS, FedEx, etc):**

COMMANDER  
CODE 210000D (D. Hu)  
NAVAIRWARCENWPNDIV  
BLDG 982, RM 1-MAILROOM  
CHINA LAKE, CA 93555-6100

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
---------	-------------------	-----------------	------	------------	------------

0001

CPAF - The Contractor shall provide Scientific, Technical, Administrative and RDT&E Services (STARS) in accordance with the Statement of Work contained in Section C.

PURCHASE REQUEST NUMBER N60530-1123-AALU

ESTIMATED COST	[ ]
MAXIMUM BASE FEE	See CLIN 0002
SUBTOTAL EST COST + BASE	[ ]
MAXIMUM AWARD FEE	See CLIN 0003
TOTAL EST COST + FEE	\$154,394,854.00

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
---------	-------------------	-----------------	------	------------	------------

0002

Maximum Base Fee

MAXIMUM BASE FEE	\$0.00
------------------	--------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
---------	-------------------	-----------------	------	------------	------------

0003

Maximum Award Fee

MAXIMUM AWARD FEE	[ ]
-------------------	-----

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
---------	-------------------	-----------------	------	------------	------------

0004

Contract Data Requirements List (CDRL)  
Data in accordance with DD Form 1423-1

NSP

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005					

## Option 1 - Additional Hours

CPAF - Increments of additional hours may be exercised at multiple times up to a total of 155,100.0 hours. When exercised, the estimated cost and applicable base fee and award fee will be added to the basic contract. The cost will be allocated to CLIN 0001, base fee will be allocated to CLIN 0002, and award fee will be allocated to CLIN 0003. When this option is exercised:

- The estimated cost will be increased by \$8,213,544.00
- The total level of effort will be increased by 155,100 hours
- Base Fee per hour is as stated in 5252.232-9505
- Award Fee per hour is as stated in 5252.232-9506

ESTIMATED COST	[REDACTED]
MAXIMUM BASE FEE	See CLIN 0006
SUBTOTAL EST COST + BASE	[REDACTED]
MAXIMUM AWARD FEE	See CLIN 0007
TOTAL EST COST + FEE	\$9,034,899.00

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006					

## Option 1 - Maximum Base Fee

MAXIMUM BASE FEE	\$0.00
------------------	--------

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007					

## Option 1 - Maximum Award Fee

MAXIMUM AWARD FEE	[REDACTED]
-------------------	------------

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008					

Option 1 - Contract Data Requirements List (CDRL)  
Data in accordance with DD Form 1423-1

NSP

See Exhibit A

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (SEP 1999)**

(a) The level of effort estimated to be ordered during the term of this contract is **2,740,080** man-hours of direct labor including authorized subcontract labor. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category*	Year 1 Hours	Year 2 Hours	Year 3 Hours	Year 4 Hours	Year 5 Hours
<b>PROFESSIONAL</b>					
P - VI (**E/C)	2,899	2,899	2,899	2,899	2,899
P - V	68,126	68,126	68,126	68,126	68,126
P - IV	55,080	55,080	55,080	55,080	55,080
P - III	28,989	28,989	28,989	28,989	28,989
P - II	23,192	23,192	23,192	23,192	23,192
P - I	6,187	6,187	6,187	6,187	6,187
<b>SPECIALIST/TECHNICAL</b>					
ST - VI	3,847	3,847	3,847	3,847	3,847
ST - V	11,541	11,541	11,541	11,541	11,541
ST - IV	10,259	10,259	10,259	10,259	10,259
ST - III	30,776	30,776	30,776	30,776	30,776
ST - II	28,212	28,212	28,212	28,212	28,212
ST - I	7,668	7,668	7,668	7,668	7,668
<b>CLERICAL/ADMINISTRATIVE</b>					
CA - V	50,533	50,533	50,533	50,533	50,533
CA - IV	32,487	32,487	32,487	32,487	32,487
CA - III	54,144	54,144	54,144	54,144	54,144
CA - II	77,607	77,607	77,607	77,607	77,607
CA - I	<u>25,449</u>	<u>25,449</u>	25,449	25,449	25,449
Option Hours			<u>51,700</u>	<u>51,700</u>	<u>51,700</u>
<b>TOTAL</b>	<b>516,996</b>	<b>516,996</b>	<b>568,696</b>	<b>568,696</b>	<b>568,696</b>

**GRAND TOTAL****2,740,080**

\*See Attachment 3 (Employee Qualification - Generic Leveling Criteria)

\*\*E/C = Expert/Consultant

(b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than ninety-five (95%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the base fee and award fee by the percentage by which the total expended man-hours is less than ninety-five (95%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) An estimated level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of base fee and award fee payable on the task order and tracking the ceiling amount of the contract; it is not to be construed as a performance requirement. In the event the task(s) can not be completed within the estimated cost, the Government will require more effort without increase in fee, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the Ordering Officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The Contractor's estimate of the total allowable cost incurred under the task order; and
- (ii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

- (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or
- (ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and base and award fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in base and award fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;
- (ii) The Contractor's estimate of the total allowable cost incurred under the task order; and
- (iii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

- (i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or
- (ii) Effecting a reduction in the base fee and award fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid base fee or

award fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understand does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

**5252.232-9505 PAYMENT OF BASE FEE (COST-PLUS-AWARD-FEE, LEVEL OF EFFORT (IDIQ) CONTRACTS) (NAVAIR) (MAR 1999)**

(a) The base fee for work performed under this contract is [insert base fee amount], provided that approximately 2,740,080 man-hours of effort (including authorized subcontract labor hours and option hours) are so employed on such work by the contractor. If less than ninety-five (95%) percent of the man-hours of said services are so employed for such work, the fee shall be equitably reduced to reflect the reduction of work in accordance with the clause entitled, "Level of Effort". The Government shall make payment, on account of the base fee, at the rate of [insert dollar amount] per direct labor hour invoiced by the contractor under the contract clause entitled, "Allowable Cost and Payment", for the related period, subject to the withholding provisions of paragraph (b) of the clause at FAR Clause 52.216-8, "Fixed Fee". These withholding provisions apply to each individual task order. Any balance of base fee shall be paid the contractor, or any overpayment of base fee shall be paid by the contractor or otherwise credited to the Government, at the time of final payment.

(b) The cumulative base fee established in task orders issued hereunder shall not exceed the total base fee established in paragraph (a) above, unless the contract is modified in writing by the Contracting Officer.

(c) It is understood that the contractor shall not earn base fee for any non-team subcontractor effort.

**5252.232-9506 DETERMINATION AND PAYMENT OF AWARD FEE (NAVAIR) (MAR 1999)**

(a) In addition to any base fee set forth herein, the contractor may earn and be paid all or a portion of an award fee not to exceed [insert award fee amount].

(b) The contractor's performance will be evaluated in accordance with the Award Fee Plan, Attachment (2) to this contract.

(c) Determination of award fee, if any, earned by the contractor and payment thereof shall be made tri-annually.

(d) It is understood that the contractor shall not earn award fee for any non-team subcontractor effort.

(e) The award fee for work performed under this contract is [insert award fee amount] provided that approximately 2,740,080 man-hours (including authorized subcontract labor hours and option hours) are so employed on such work by the contractor. If less than ninety-five (95%) percent of the man-hours of said services are so employed for such work, the fee shall be equitably reduced to reflect the reduction of work in accordance with the clause entitled "Level of Effort". The Government shall make payment, on account of the award fee, at the rate of [insert dollar amount] per direct labor hour invoiced by the contractor under the contract clause entitled, "Allowable Cost and Payment", for the related period.

(f) The government will make payment of any award fee upon the submission, by the contractor to the Contracting Officer or authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment shall be authorized without the need for a contract modification.



## SECTION C Descriptions and Specifications

**C-STARS-01 STATEMENT OF WORK (SOW)****1 SCOPE.**

1.0.1 The scope of this effort encompasses the services and materials necessary to support the analysis, design, development, test, integration, deployment, and operations of information technology (IT) systems and services. These services sustain the research, development, test and evaluation (RDT&E), and business/administrative functions in support of the Naval Air Warfare Center Weapons Division (NAWCWD).

1.0.2 This effort is a combination of the work remaining under the previous contracts known as the NAWCWD Consolidated Federal Information Processing Support (CFIPS) Program. The CFIPS program consisted of the Business and Administrative Support Services (BASS), the Scientific and Engineering Support Services (SESS), and the Network Support Services (NSS) Contracts. The work under these contracts has been reduced with the advent of the Navy Marine Corps Intranet (NMCI) contract, outsourcing and commercial activities (CA) studies, and reductions in funding and program requirements.

1.0.3 This Scientific, Technical, Administrative, and Research, Development, Test, & Evaluation Services (STARS) contract will serve as one of the key support elements that allows NAWCWD to fulfill its mission. The NAWCWD environment today includes the spectrum of RDT&E infrastructure, systems, and functions necessary to carry out the "weaponizing" charter of the organization. NAWCWD currently provides weapons related efforts from basic scientific research to in-service engineering support.

1.0.4 To fulfill the requirements of this contract and to most effectively employ the spectrum of service contracts available for the support of NAWCWD, the Government reserves the right to unilaterally determine the most appropriate contractual vehicle to be utilized so long as the requirement is within the scope of the contract and the use of the contract is not contrary to law or regulation. In those cases where there is overlapping coverage between two or more service contracts, the Government will make a unilateral determination as to which contract(s) should be used to best meet the Government's requirements. Some requirements may be an integral part of other efforts and it may be in the best interest of the Government to utilize this contract for those in-scope requirements. These determinations are not subject to the "Disputes" Clause of this contract. The only guarantee to the contractor is that the Government will place orders to meet the minimum specified herein.

1.0.5 Future requirements for NMCI and CA Studies to this contract are unknown. NMCI and CA Studies may impact the scope of this contract. If impacted, and once the extent of the impact to the contract is known, the contract (or resultant task orders) will be modified appropriately.

**1.1 Background.**

1.1.1 The NAWCWD, of the Naval Air Systems Command (NAVAIR), consists of the following sites: NAWCWD China Lake, NAWCWD Point Mugu; Naval Air Weapons Station (NAWS), China Lake; and attached activities such as Air Test and Evaluation Squadron Nine, and also any activity or location which directly supports the program mission of both NAWCWD and NAVAIR. Work shall also be performed at various locations throughout the United States.

1.1.2 The Mission of the Naval Air Warfare Center Weapons Division is to be the Navy's full-spectrum research, development, test, and evaluation, and in-service engineering center for weapon systems associated with air warfare (except antisubmarine warfare systems), missiles and missile subsystems, aircraft weapons integration, and assigned airborne electronic warfare systems; and to maintain and operate the air, land, and sea Naval Western Test Range Complex. Detailed information on the complete set of NAWCWD products, services, and programs can be found at the following web-site: <http://www.nawcwd.navy.mil>.

## **1.2 RDT&E Information Technology (IT) Environment.**

**1.2.1 Communication Systems:** The NAWCWD RDT&E Information Technology (IT) resources consist of a variety of infrastructures and systems located throughout the division. The communication systems range from special purpose stand-alone data systems and laboratory networks to large infrastructures. These systems transmit voice, video, and data for a diverse set of research and testing requirements. Uses include modeling and simulation; weapons planning system development, training, and operations; software and hardware development and testing, and range telemetry data collection, transmission, and reduction.

**1.2.2 Computing Systems:** The NAWCWD RDT&E computing capabilities consist of a variety of scientific and engineering systems and technologies that range from obsolescent to experimental. These capabilities also include sophisticated prototypes or experimental systems and technologies including artificial neural networks, virtual reality/synthetic environments, decision support systems, target recognition systems, avionics/embedded IT resources, geographical information systems and a host of other leading edge techniques and technologies of interest to the NAWCWD.

## **1.3 Software Process Environment.**

**1.3.1** The application and management of software development methods, practices and documentation varies from platform to platform in the NAWCWD scientific and engineering environment just as it does in the business and administrative environments. The software process related to the business and administrative functions are centered on standard industry methods and practices. In contrast, the scientific, engineering, and program specific environments follow a more Government-oriented software-engineering-environment standard, which includes Department of Defense (DoD) regulations and other software process environments.

**1.3.2** The NAWCWD maintains a software process environment (SPE) for the development of weapon/aircraft tactical and support system software in accordance with DoD-STD-2167A/MIL STD 498. The NAWCWD has instituted an active program with a Plan of Action and Milestones (POA&M) for the NAWCWD Software Process Improvement Initiative (NAWCWD AdPub 054, Feb 94) to improve its software and system engineering design/development/test processes to a higher maturity level in accordance with the Capability Maturity Model (CMM) principles developed by the Software Engineering Institute (SEI) (levels 1 - 5).

## **1.4 Subcontracting Requirements For Small Business And Small Disadvantaged Business Concerns**

**1.4.1** This requirement does not apply to small disadvantaged business concerns. If the prime contractor is a small business concern, then paragraph 1.4.1.1 below does not apply to this contract. However, if the contract is awarded to a small business or a small disadvantaged business concern, the awarded contract shall include FAR clause 52.219-14 "Limitations on Subcontracting." For other concerns, the contractor shall meet the following minimum goals for awards of subcontract(s) to and utilization of small business and small disadvantaged business concern(s):

**1.4.1.1** At least twenty-five percent (25%) of the total Level of Effort delivered under the contract shall be performed by small business concern(s) as defined by FAR 19.001.

**1.4.1.2** At least ten percent (10%) (40% of the portion set-aside for small businesses) of the total Level of Effort delivered under the contract shall be performed by small disadvantaged business concerns as defined by FAR 19.001.

**1.4.1.3** To assure further development of small business concerns, the work distributed to small business and small disadvantaged business will be required to be distributed in a proportionate manner between the all labor groups (Professional; Specialist/Technical; and Clerical/Administrative).

## **1.5 Local Facilities**

**1.5.1** The contractor shall establish a facility located within 15 minutes of the main gate of NAWCWD, China Lake. These facilities shall meet the security requirements as outlined in the attached DD Form 254.

1.5.2 The contractor shall provide workspaces within the local facility for the contractor's administrative staff and approximately 5% of the contractor's technical staff. NAWCWD work spaces will be provided for the remainder of the technical workforce. Government-provided work spaces include desk units and the computer equipment necessary for performance.

## **2 APPLICABLE DOCUMENTS.**

2.0.1 Standard requirement documents (Government and Industry Specifications and Standards), reference texts, specific design requirements, and other references will be defined by individual task orders (TOs). Documents cited in this SOW are for background information only.

2.0.2 The Government will provide all necessary reference documents not generally available to the Contractor when required in individual task orders. Throughout the life of the contract, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to these requirements only as defined by individual task orders.

### **2.1 Specifications and Standards.**

2.1.1 National and international standards are fundamental to the acceptable performance of this requirement. American National Standards Institute (ANSI) and International Standards Organization (ISO) standards will be invoked under individual task orders. All commercially available hardware and software to be acquired by the Contractor in response to a Government requirement shall comply with the appropriate standards specified in the task order. Additional standards and specifications with a variety of origins, and DoD standards will be utilized to the extent necessary to promote maximum utility, flexibility and economy within the NAWCWD.

### **2.2 Software Development Standards.**

2.2.1 Development, enhancement and implementation of present and future IT systems, whether RDT&E or business related, shall be in accordance with established software development standards, policies and procedures as specified in individual task orders.

## **3 REQUIREMENTS.**

3.0.1 The Contractor shall provide the following types of services as further defined in individual task orders. The following sections are interrelated and are not exclusive or exhaustive groupings of possible tasks. Subsections are provided to help categorize and aid in the understanding of the scope of the services to be provided under this contract.

### **3.1 Studies, Analyses and Assessments.**

3.1.1 The Contractor shall provide support services in various scientific and engineering fields to research, assess, analyze, design, develop, test, benchmark, and evaluate the application of IT resources to meet NAWCWD mission requirements. Benchmarking shall include hardware, software, systems and components to determine their applicability, economy, effectiveness, and performance in supporting the NAWCWD RDT&E mission. Areas supported include weapon system analysis, engineering and integration; system software design, development, verification and validation; in-service engineering for weapons database management systems; IT architectures; communication systems; and IT systems/security.

3.1.2 The Contractor shall devise new and/or enhanced mathematical and/or statistical solutions to physical, engineering or business problems. Engineering problems may include analysis/simulation/modification of current embedded computer resources in aircraft avionics and missile weapon systems. Physical problems may include simulations and projections of aircraft and missile engagement profiles. End products may include IT resource system requirements, life cycle management documentation, functional descriptions, specifications, technical reports, test plans, benchmark tests, engineering studies and suitable applications programs.

3.1.3 The Contractor shall utilize on-demand high performance computing (HPC) to meet mission objectives and serve NAWCWD science-and-technology and test-and-evaluation communities in support of the Naval Aviation Systems TEAM and its mission in serving the Fleet. HPC-based efforts may support areas such as modeling of radio-frequency systems and antenna designs, computational fluid dynamics, ocean modeling, weather prediction, radar-cross-section prediction and signal and image processing. HPC support may include the application of conventional "super computers", "real time" computers and scalable parallel processors to the NAWCWD RDT&E mission.

3.1.4 The Contractor shall perform feasibility and design studies, analyses and development/implementation of communications systems and networks for large as well as small scale RDT&E IT systems for use by NAWCWD and other Government and Contractor entities which require (in pursuit of NAWCWD mission objectives) such support.

3.1.5 The Contractor shall perform studies, analyses and implementation support services for data/system security procedures. This effort includes but is not limited to embedded weapon systems, weapon system support, scientific and engineering IT systems.

3.1.6 The Contractor shall perform artificial intelligence studies, analyses and implementation in the areas of representation and reasoning including generative and reactive planning/control, fuzzy logic/control, reasoning, argumentation, and deduction. Other possible areas of support are related to perception disciplines such as 3D modeling and interpretation, information source integration, image/scene analysis, object and feature detection/recognition/analysis, and virtual reality.

3.1.7 The Contractor shall provide expertise relating to the operation of the organization, relate knowledge expertise with the understanding of how knowledge is created, stored, and transferred from one person to another, and technology expertise required to design, develop, and implement a knowledge management (KM) architecture. The Contractor shall employ the process of creating knowledge by identifying patterns and performing analysis, capturing knowledge, and making it available to users when they need it. KM services shall include tasks required to develop and sustain KM systems, processes, and support the collection and management of information.

## **3.2 Project Planning, Technical Reviews, and Documentation for IT Systems.**

3.2.1 The Contractor shall perform, participate in, and support technical reviews to demonstrate and document RDT&E IT systems and IT project compliance with DoD, Department of the Navy (DoN), and joint service or other Government project requirements, reviews, and development schedules.

3.2.2 The Contractor shall provide IT project planning and management activities including feasibility, cost/benefit, alternatives, and economic analyses and planning services as well as services related to the entire set of standard project management functions and full life-cycle management of all projects assigned.

3.2.3 The Contractor shall develop various documents at the task order level that shall include but are not limited to the following:

3.2.3.1 Configuration Management Plan

3.2.3.2 Database Administration Plan

3.2.3.3 Data Communications Plan

3.2.3.4 Economic Analysis, Modeling and Trade-off analyses

3.2.3.5 Functional Descriptions

- 3.2.3.6 General Functional Requirements
- 3.2.3.7 Interface Design Documents
- 3.2.3.8 Plan of Actions and Milestones
- 3.2.3.9 Logistics Plans
- 3.2.3.10 Maintenance and Operations Plans
- 3.2.3.11 Project Management Plans
- 3.2.3.12 Repair and Maintenance Plans
- 3.2.3.13 Requirements Documents
- 3.2.3.14 Security Plans
- 3.2.3.15 Software Design Documents
- 3.2.3.16 Software Development Plans
- 3.2.3.17 System or Subsystem Specifications
- 3.2.3.18 Standardization and Interoperability Plans
- 3.2.3.19 Quality Assurance Plans
- 3.2.3.20 Test and Evaluation Plans
- 3.2.3.21 Test Procedures, Results and Reports
- 3.2.3.22 Training Plans
- 3.2.3.23 Training Materials
- 3.2.3.24 Transition Strategy Plans
- 3.2.3.25 User Manuals
- 3.2.3.26 Verification and Validation Plans

### **3.3     Software Development.**

3.3.1 The Contractor, in response to software requests, shall first review existing commercial off-the-shelf software (COTS) and government off-the-shelf software (GOTS) for its applicability to the NAWCWD mission and the planning for and integration of selected software into the NAWCWD software suite prior to promoting a development program. In support of software systems development, the Contractor shall perform:

- 3.3.1.1 Strategic, generalized and project specific planning.
- 3.3.1.2 Requirements definition, technology assessment, feasibility studies, and analysis of alternatives.
- 3.3.1.3 Systems modeling, systems integration, interface planning and transition analysis.

3.3.1.4 Design, enhancement, modification, prototyping, coding, testing, evaluation, implementation and training for IT applications.

3.3.1.5 Development, implementation, modification and update of operating systems and communications software systems.

3.3.1.6 Development of new, prototype, one-of-a-kind and novel data gathering and data reduction devices.

3.3.1.7 Application of computer aided engineering disciplines such as, but not limited to, computer aided design, computer aided manufacturing and computer integrated manufacturing, and computer aided software engineering (CASE) disciplines such as, but not limited to, diagram editing systems, design analysis and checking facilities, query language facilities, data dictionary facilities, report generation facilities, forms generation tools and import/export facilities. These disciplines shall be applied, where applicable, to NAWCWD scientific and engineering IT support requirements.

3.3.1.8 Support of the independent verification and validation process.

3.3.2 The Contractor shall perform analysis, design, coding, integration, testing, and deployment of specified software which shall include providing training to Government personnel. The Contractor shall also perform these efforts with both COTS and GOTS software.

3.3.3 The Contractor shall participate in assessments, process definition, preparation and implementation of plans of action for improvement, and reassessments of software projects.

3.3.4 The Contractor shall develop embedded software for weapons systems, aircraft systems, and simulations. The Contractor shall also provide software development support for war gaming simulations and exercises.

3.3.5 The Contractor shall provide software development support for process monitor control systems and environmental monitoring systems.

3.3.6 The Contractor shall provide software development support for activities related to the prototyping, development, coding, testing, integration, and maintenance of software for weapon system tactical support systems.

#### **3.4. Information Technology Services.**

3.4.1 The Contractor shall provide information and communications systems development and operations services for the NAWCWD RDT&E mission and supporting business functions. These services include communications system development and operations, computer system and software installation and operations, system/software administration, system and component maintenance, user support, training, security, and computer facilities management.

3.4.2 The Contractor shall provide support services for voice, video, and data communications systems. Management of these network and communication services encompass intranets, internets, electronic commerce, telephony and other associated networking/communication systems including the support necessary to develop, implement and maintain such systems. The Contractor shall provide and implement fail-safe security including the incorporation of network and system security systems and practices. The Contractor shall be responsible for the design, integration, installation, and operations of computer/communications components and associated functions.

3.4.3 The Contractor shall provide hardware and software systems planning and engineering in support of systems transition, reliability, maintainability, human factors, personnel requirements, standardization, cost effectiveness and quality assurance as well as engineering services including function analysis, synthesis of concepts, evaluation, development of decision matrices, and development/description of system elements.

3.4.4 The Contractor shall provide hardware and software services for NAWCWD computing and communications systems and their various components and associated systems.

3.4.4.1 Hardware services include system development, configuration, installation, calibration, modification, repair, upgrade and modernization, evaluation of performance, cleaning and adjusting to meet manufacturers' original equipment specification tolerances or those established through subsequent modifications.

3.4.4.2 Software services include evaluating and optimizing system software; analyzing new software releases to determine impact on existing applications; maintaining, testing, and debugging system software; installing releases; developing various utilities; providing assistance to users of systems software; and performance of configuration management.

3.4.5 The Contractor shall provide support for scientific and engineering systems and initiatives as well as analyses of IT operations and maintenance issues. The Contractor shall be required to set up, operate and optimize data collection and validation systems composed of unique and/or special purpose, one-of-a-kind IT resource systems and components in a variety of locations, climates and environments.

3.4.6 The Contractor shall provide support services for system troubleshooting with restoration of system software to operational condition, system performance monitoring and tuning, system backup and recovery, and the setup of distributed computing systems/environments. The Contractor shall ensure reliable system operation through baseline backups plus incremental backups to digital media, plus rapid, responsive recovery in the event of hardware failure.

3.4.7 The Contractor shall provide support services for the NAWCWD RDT&E workstation and server environment including management and support of linked or networked resources; monitoring, tracking, and ordering; and installation, modification, troubleshooting and upgrading.

3.4.8 The Contractor shall also provide centralized user support including a single point of contact for problem reporting and resolution regarding workstation hardware, software, equipment, management and performance analysis; dispatch of repair or assistance personnel, technical advice, assistance, and training to users. These services may be provided as part of a NAWCWD corporate function or to specific organizational components of NAWCWD.

3.4.9 The Contractor shall provide user and operator support, maintenance and integration services, including both call-in and on-line support, and troubleshooting of the various automated scientific and engineering systems. Contractor shall provide components utilized in the research, development, test, evaluation and training requirements of the NAWCWD; provide development, improvement, modernization, and operations of support centers/help desks; and provide maintenance for automated systems only if such systems are not covered by a separate maintenance agreement(s) with the original equipment manufacturer or third party maintenance organization.

3.4.10 The Contractor shall provide support services for the training of Government personnel on the use of IT systems and application software. Training, if any, shall be for Contractor produced products, Government products, other third party software or combinations thereof.

3.4.11 The Contractor shall perform IT security functions in the areas of computer security, network security, and information security per requirements defined at the task order level. The Contractor shall provide support services for the accreditation of computer/communications hardware, software, and systems.

3.4.12 The Contractor shall provide services in support of the development and continuation of customer relationship management (CRM) strategies including system selection, development, implementation, and operations.

3.4.13 The Contractor shall support the recently adopted NAVAIR thrust to integrate business systems and processes using enterprise resource planning (ERP) concepts and practices in support of NAVAIR/NAWCWD

business software such as financial, budgets, procurement, personnel, supply and materials, and other legacy systems in an automated and integrated environment. The Contractor shall provide support services for configuration and integration of hardware and software including interconnectivity of IT equipment in support of collaborative computing systems. The Contractor shall provide intercommunication for interfacing organizations, interface analysis, computer resource installation, and software and hardware connectivity. NAWCWD will share common data and practices across the enterprise and enable systems to produce and access information in real-time mode.

### **3.5 Data and Information Handling, Data Management, and Administration.**

3.5.1 The Contractor shall provide data and information handling support services using an array of data formats, media and input methodologies that includes, but is not limited to: voice, data, film, video, image, printed materials, and combinations thereof. These support services include but are not limited to: word processing, data acquisition, data processing, data entry (including keypunching), data management, data reduction and analysis, media conversion, microfilming, microfiche, image scanning and multimedia technologies. The Contractor shall also provide technical library support that includes, but is not limited to, library management, library systems operations, resource management, research, acquisition, and distribution. The Contractor shall be required to use both manual and automated systems to accomplish these described types of tasks.

3.5.2 The Contractor shall define, analyze, rationalize and develop alternatives for data and information handling; perform econometric analyses and present alternatives for the development of database initiatives. Based on a Government-selected and authorized database initiative, the Contractor shall be required to provide support in any or all of the following database areas: design, development, programming, installation, operation, modification, update, documentation, and maintenance. Operation of databases may include incorporation of authorized changes into existing data files, creation of backup and archive copies of new or updated data files, creation of new data files from digital draft, handwritten, typed or other media input, and conversion of data files from one format to another.

3.5.3 The Contractor shall design, develop, maintain, update, modify, track, and evaluate IT hardware, software and systems documentation. Examples of such documentation include, but are not limited to, specifications, conceptual documents, design documents, operations and maintenance manuals, processes and procedures, drawings, test documentation, and other types of data developed or acquired by the Government.

3.5.4 The Contractor shall perform documentation reviews to verify accuracy, clarity, consistency, completeness, and conformance to applicable standards. The Contractor shall also provide publishing functions (e.g., text, tables, equations, graphics and various file conversions). The elements of the review may include proofreading, legibility, grammar, spelling, punctuation, dimensioning and tolerancing, and others as specified as necessary to meet project/program/mission goals.

3.5.5 The Contractor shall operate computer-aided design (CAD), computer aided manufacturing (CAM), computer integrated manufacturing (CIM), and computer aided engineering (CAE) (including computer aided software engineering) systems.

3.5.6 The Contractor shall provide support for the various on-going management process improvement efforts of the NAWCWD. Efforts may include charting, development, description and analysis of process measures (metrics), interpretations and recommendations, and information presentation and distribution.

3.5.7 The Contractor shall provide data management and administration services including project and program specific data repositories and data dictionaries, as well as other data management services for project and program specific applications.

### **3.6 Configuration/Data Management for IT Systems.**

3.6.1 The Contractor shall provide configuration/data management services for RDT&E and the administrative portion of NAWCWD's IT systems. Responsibilities will include the definition, accounting, documenting, controlling, storing, and reporting of data and information concerning hardware, software, systems, components and



processes over their life cycle. The specific documentation, procedures, format and content shall be controlled by selective application and tailoring of necessary standards. Some examples of documentation that shall be required by the Government during the term of the contract include:

- 3.6.1.1 Studies and analysis related to automated tools and modeling systems.
- 3.6.1.2 Scientific and Technical reports including analysis, trade-off studies, alternatives and status summaries.
- 3.6.1.3 Modeling and simulation data spanning the spectrum from real time to off-line.
- 3.6.1.4 Computer aided engineering data spanning the spectrum from computer aided drafting/design to computer integrated manufacturing.
- 3.6.1.5 Design specifications for hardware, software and systems ranging from one-of-a-kind data-gathering systems to interface specifications for embedded systems.
- 3.6.1.6 "As Built" data and documentation for hardware, software and systems.
- 3.6.1.7 Maintenance manuals and associated maintenance processes and procedures.
- 3.6.1.8 Database interface and interconnection requirements.
- 3.6.1.9 Quality control and quality assurance processes, procedures and application strategy data.
- 3.6.1.10 Econometric studies and analysis of various automated scientific, engineering and training systems and subsystems and their inter-relationships.
- 3.6.1.11 Reliability, maintainability and availability data, including statistical data.
- 3.6.1.12 Graphical data and interactive graphic data.
- 3.6.1.13 System and equipment installation/de-installation data.

### **3.7 Quality Assurance/Quality Control of IT Systems.**

3.7.1 The Contractor shall provide services in areas related to reliability, maintainability, quality engineering, quality assurance and parts control.

3.7.2 The Contractor shall be required to review and analyze processes, plans and procedures. Services may also include the preparation and updating of quality plans and procedures, criticality analysis, procedural audits, analysis and tracking of requirements, inspection of product design and implementation, examining records of walk-throughs and inspections, supporting the preparations for project reviews certifying test procedures, facilities and tools, and witnessing tests.

### **3.8 Corporate Business Services.**

3.8.1 The Contractor shall provide services in various areas of corporate business support that include, but are not limited to:

3.8.1.2 Financial and business support including financial and accounting support, property/inventory services, procurement/supply support, and resource planning services.

3.8.1.3 Office support services to provide data and information handling services using an array of data formats.

### **3.9     Test Support Services.**

3.9.1 The Contractor shall provide test support services, telemetry support services and other data capture and data retrieval support services related to the RDT&E mission of the NAWCWD.

3.9.2 The Contractor shall provide computational analysis of derived data (e.g., force coefficients, transfer coefficients and drag). The Contractor shall also perform theoretical computations to predict or model flight-test characteristics.

3.9.3 The Contractor shall provide modeling and simulation services including the various derivations and permutations thereof including scientific visualization, artificial/synthetic environments, virtual reality, real time simulation, hybrid simulation, distributed interactive simulation (constructive and virtual with linkages to live), and 3-D/solid modeling. Modeling and simulation shall include prototyping to define the feasibility for entering into acquisitions to support Fleet needs for which there is no system or for which existing systems do not provide the needed capabilities as well as verification and validation of various simulations and the accreditation of support services.

3.9.4 The Contractor shall provide data editing and examination of field records that includes, but is not limited to, photographic film, videotape, and associated data recording methodologies support services.

### **3.10     Management of Sensitive and Secure Data and Systems**

3.10.1 A primary concern of the Government is the capability of the contractor to ensure confidentiality of the information resident in the various scientific, engineering and training systems while providing support services. Therefore, the Contractor shall provide both, an adequate data systems design and stringent operating practices and procedures.

3.10.2 Depending on the particular system involved, information used on or with that system may be classified up to the level of 'Top Secret', or in any of several "Unclassified Sensitive" categories. Examples of "Unclassified Sensitive" categories include but are not limited to: 'For Official Use Only,' 'Privacy Act,' 'Procurement Sensitive', and 'Export Controlled'. Systems operating above the level of 'Secret' require special review and handling and will not be utilized without review of the task order by the NAWCWD Security Office.

3.10.3 The duplication and disclosure of classified or sensitive information to any person other than a Government or contractor employee who must have the information for the performance of obligations, as set forth by the requirements of this contract, is forbidden unless such duplication or disclosure is specifically authorized in writing by the Contracting Officer (see Attachment 4 for a detailed description of security requirements).

3.10.4 Contractor personnel assigned to manage, handle, maintain, or otherwise have access to classified or sensitive information or systems shall possess the appropriate security classification and have had appropriate, current training prior to being afforded access to classified or sensitive information or systems. The Contractor shall also provide periodic (not less than once per year) general employee indoctrination and awareness training concerning the classified and sensitive nature of the various information processing systems and the Contractor's responsibilities for safeguard of these systems. Such presentations shall be submitted to the Contracting Officer for Security Matters for approval prior to their presentation to contractor employees.

3.10.5 The Contractor shall implement security policies and procedures in several aspects, including but not limited to:

3.10.5.1 Operating System Security: including the control of access to IT systems data functions, hardware, and software resources by users and user processes.

3.10.5.2 Human/Computer Interface Security: including the definition and execution of types of user access to objects or data within the purview of human/computer interface systems. This includes but is not limited to limiting

personnel access to windows, menus, or functions that provide human/computer interface, and the security labeling of information on displays.

**3.10.5.3 Programming Security Services:** including the control of access to and the integrity of programming objects such as libraries, program code, tools or information that provides the infrastructure for development of software.

**3.10.5.4 Data Management Security:** including control of, access to, and integrity of data stored in a system through the use of specific mechanisms such as privileges, database views, assertions, user profiles, verification of data content, and data labels.

**3.10.5.5 Data Interchange Security:** including verification and validation of the integrity of specific types of data interchange, such as nonrepudiation, encryption, access, data security labeling, etc.

**3.10.5.6 Graphics Security:** including protection of the integrity of and access to data graphic images such as charts, graphs, pictorials, animations, etc.

**3.10.5.7 Network Security:** including access, authentication, confidentiality, integrity and nonrepudiation controls, and management of communications between senders and receivers of information on a network as well as cooperation with other contractors and Government personnel assigned primary responsibility for NAWCWD networking system security.

### **3.11 Contract Status Reporting.**

**3.11.1** The Contractor shall submit the following reports (See Exhibit A) using a database administration system that provides Contract Data Requirement Lists (CDRLs) to the Government via electronic medium (web-enabled). The Contractor shall notify the Government Contract Coordination Team (CCT) that consists of the Contracting Officer, Contracting Officer's Representative (COR) and Ordering Officer (OO), and each Task Order Technical Assistant (TA) via electronic mail the day the deliverables are posted to the Web. The Contractor shall prepare and submit the following (identified by subtitle):

**3.11.1.1** The Level of Effort, Progress & Status Report, **CDRL A001**, for each Task Order.

**3.11.1.2** The Funds and Labor Hour Expenditure Report, **CDRL A002**, for each Task Order.

**3.11.1.3** The On-Site Personnel Report, and Personnel Count by Labor Category Report, **CDRL A003** and **CDRL A004** respectively.

**3.11.1.4** The Task Order Status Report, **CDRL A005**.

**3.11.1.5** The Contract Cost Summary Report, **CDRL A006**, concurrently with each voucher submitted.

**3.11.1.6** The Award Fee Performance Self-Evaluation Report, **CDRL A007** for each evaluation period. Additionally, the contractor shall report on training in accordance with **CDRL A007**. The Contractor shall notify the Ordering Officer and the Contracting Officer's Representative (COR) in advance of employee training that is a direct charge to the task order.

**3.11.1.7** The Award Fee Period Hours Report, **CDRL A008**, summarizing all hours worked during each evaluation period.

**3.11.1.8** The Employee Qualification Statement, **CDRL A009**.

**3.11.1.9** The Burdened and Unburdened Labor Rate Report, **CDRL A00A**.

**3.11.1.10** The Indirect Expense Report, **CDRL A00B**.

3.11.1.11 The Relocation Report, CDRL A00C.

3.11.2 The Contractor shall provide other CDRLs (e.g., technical reports) as required and defined by individual task orders.

#### C-STARS-02 STARS ACRONYM LIST

ANSI	American National Standards Institute
BASS	Business and Administrative Support Services
CAD	Computer Aided Design
CAE	Computer Aided Engineering
CAM	Computer Aided Manufacturing
CASE	Computer Aided Software Engineering
CCT	Contract Coordination Team
CDRL	Contract Data Requirements List
CFIPS	Consolidated Federal Information Processing Support
CIM	Computer Integrated Manufacturing
CM	Configuration Management
CMM	Capability Maturity Model
COR	Contracting Officer's Representative
COTS	Commercial Off-The-Shelf Software
DoD	Department of Defense
DoN	Department of the Navy
ERP	Enterprise Resource Planning
GOTS	Government Off-The-Shelf Software
HPC	High Performance Computing
ISO	International Standards Organization
IT	Information Technology
KM	Knowledge Management
NAVAIR	Naval Air Systems Command
NAWCWD	Naval Air Warfare Center Weapons Division
NAWS	Naval Air Weapons Station
NBVC	Navy Base Ventura County
NMCI	Navy Marine Corps Intranet
NSS	Network Support Services
OO	Ordering Officer
POA&M	Plan of Action and Milestones
RDT&E	Research, Development, Test and Evaluation
SEI	Software Engineering Institute
SESS	Scientific and Engineering Support Services
SPE	Software Process Environment
STARS	Scientific, Technical, Administrative, and Research, Development, Test, & Evaluation Services
TA	Technical Assistant
TO	Task Order

**SECTION D Packaging and Marking****CLAUSES INCORPORATED BY FULL TEXT****5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded;
- (5) Name, code and activity of sponsoring individual.

**5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (SEP 1999)**

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

**SECTION E Inspection and Acceptance**

**CLAUSES INCORPORATED BY REFERENCE:**

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

**CLAUSES INCORPORATED BY FULL TEXT**

**5252.246-9512 INSPECTION AND ACCEPTANCE (DESTINATION) (NAVAIR) (MAR 1999)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-35	F.O.B. Destination, Within Consignee's Premises	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)**

Any contract awarded as a result of offers submitted under this solicitation shall extend for five (5) years beginning on the effective date of the contract which is 1 October 2002 and ending 30 September 2007.

**5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)**

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$1,000,000.00; the maximum quantity is 2,740,080.0 hours (if 100% of the option hours are utilized).

**5252.247-9511 ADDITIONAL DELIVERY INSTRUCTIONS (NAVAIR) (JUL 1998)**

If not specified in individual task orders, the following additional delivery instructions are applicable to this contract:

Packages/Containers shall be marked as follows:

Receiving Officer

N68936-02-D-\*\*

Code 822223D

Naval Air Warfare Center Weapons Division

China Lake, CA 93555-6100

\*\* Contract number to be filled in at time of award.

**NOTE TO VENDORS: RECEIVING DOCK HOURS ARE MONDAY THROUGH THURSDAY, 0730-1530, and every other FRIDAY. If you anticipate making delivery on a Friday please call Receiving at (760)939-2185 to verify receiving dock hours.**

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and one copy, to the cognizant DCAA Auditor. In addition, an information copy shall be submitted to the Contracting Officer's Representative (COR) as specified in this contract. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) If direct submission of invoices/vouchers have been authorized by DCAA, they must be submitted by the Contractor (or DCAA auditor) to the following office:

Naval Air Warfare Center Weapons Division,  
Code 762100D, 1 Administration Circle,  
China Lake, CA 93555-6100.

This office will then forward the invoices/vouchers to the payment office (DFAS) for payment. Failure to submit them to the above specified office could result in a delay in payment.

(d) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(e) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procurement activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(f) A DD Form 250, "Material Inspection and Receiving Report",

\*\* is required with each invoice submittal.

\*\* is required only with the final invoice.

\*X\* is not required.

(g) A Certificate of Performance

\*\* shall be provided with each invoice submittal.

\*X\* is not required

(h) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(i) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) - ALT I (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.



(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and one copy, to the cognizant DCAA Auditor. In addition, an information copy shall be submitted to the Contracting Officer's Representative (COR) as specified in this contract. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procurement activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

\_\_\_ is required with each invoice submittal.

\_\_\_ is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

\_\_\_ shall be provided with each invoice submittal.

X is not required

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The Contractor shall provide an English translation if the vendor invoice is written in a foreign language.

#### **5252.232-9504 INSTRUCTIONS TO PAYING OFFICE (MAY 1998) ALT I (JUL 1999)**

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation. All disbursement will be to the appropriate ACRN.

#### **G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION**

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: \_\_\_\_\_

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**H-STAR-01 ASSIGNMENT OF GOVERNMENT PROPERTY ADMINISTRATOR**

In accordance with FAR Part 45, as supplemented, the following individual has been appointed as the Government Property Administrator for this contract.

Ms. Elisabeth Knight, Naval Air Warfare Center, Weapons Division  
Code 210000D, China Lake, CA 93555-6100  
(760) 939-2074

**5252.201-9500 POINTS OF CONTACT (SEP 1999)**

- (a) The Technical Assistant (TA) will be specified in individual task orders.
- (b) The TA will provide technical direction and discussion, as relating, but not limited to the specification and/or statement of work, and will monitor the progress and quality of contractor performance.
- (c) The TA is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, the TA requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer, for delivery/task orders) in writing. If the contractor believes or interprets any action by the TA to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing. Any failure by the contractor to notify the Contracting Officer in writing of any changes is an admission that the contractor is working at its own risk on a voluntary basis. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery/task order) concerning the subject change(s) or has otherwise resolved the issue.

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR) (OCT 1994)**

- (a) The Contracting Officer has designated [insert name, mailing address, code and telephone number] as the authorized Contracting Officer's Representative (COR) for this contract.
- (b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.
- (c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

**5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (JUL 1998)**

- (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.
  - (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the Statement of Work. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.
  - (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an

**Organizational Conflict of Interest.** Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) **Waiver.** Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) **Definitions.** For purposes of application of this clause only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" are as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
- (6) "Consultant" services is as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) **Contracting restrictions.**

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 2 years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 2 years after the date of completion of the contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 2 years after the date of completion of the contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 2 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm or which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (APR 1998)**

(a) Ordering Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial and Government Entity (CAGE) number.
- (2) Complete mailing address.
- (3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L).

(4) The quantity of documents desired. The maximum quantity issued per item is five (5). Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-1462.

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available for a fee.

(c) Subscriptions. A subscription service is available to private industry for a yearly fee. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to: DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

**5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994)**

(a) All or a portion of the effort under this contract shall be performed on a Government installation where the normal work week shall be Monday through Friday for all straight time worked. Alternate Fridays are not part of the normal work week for all work performed on-site at Naval Air Warfare Center Weapons Division. The majority of the Government offices at the above location will be closed on alternate Fridays. No deviation in the normal work week will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. Work on-site shall be performed during the normal work hours at that location unless differing hours are specified on the individual Delivery Orders.

(b) For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe the following holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays.

NAME OF HOLIDAY	TIME OF OBSERVANCE
New Year's Day	1 January
Martin Luther King Jr's Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November

Christmas Day

25 December

(c) In the event any of the above holidays occur on a Saturday, Sunday, or alternate Friday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(d) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

#### **5252.216-9500 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (NOV 1999)**

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Ordering Officer may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the PCO who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the PCO will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the clause entitled "Disputes".

#### **5252.216-9534 TASK ORDERS PROCEDURES (MAR 1999) (NAVAIR)**

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s):

[Ordering Officer will be identified at contract award]  
Naval Air Warfare Center, Weapons Division  
1 Administration Circle  
China Lake, CA 93555-6100

The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience of Termination for Default may be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A DD Form 1155, "Order for Supplies and Services" shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and delivery order number.

- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)
- (d) Negotiated Agreement. For task orders with an estimated value of greater than \$100,000.00, the information contained in each DD Form 1155 order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.
  - (1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:
    - (i) a description of the specified work required,
    - (ii) the desired delivery schedule,
    - (iii) the place and manner of inspection and acceptance, and
    - (iv) any other pertinent information deemed necessary.
  - (2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:
    - (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
    - (ii) overtime hours by labor category,
    - (iii) proposed completion or delivery dates,
    - (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
    - (v) dollar amount and type of any proposed subcontracts, and
    - (vi) total estimated cost/price.
- The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.
- (3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.
- (e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation FAR Clause 52.232-20, "Limitation of Cost" or paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

**5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS  
(OCT 1994)**

A Service Contract Act (SCA) wage determination from the U.S. Department of Labor (Attachment 1) will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

**5252.228-9501 LIABILITY INSURANCE (MAR 1999)**

The following types of insurance are required in accordance with the clause entitled, 52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (MAR 1999)**

- (a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.
- (b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in the Department of Defense Joint Travel Regulations, Volume II, for civilian personnel.
- (c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.
  - (1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.
  - (2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the Department of Defense Joint Travel Regulation, Volume II. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.
  - (3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.
  - (4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.
- (d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.
- (e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.
- (f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the



extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the Department of Defense Joint Travel Regulations, Volume II. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reduction expenses, or technical illustrative or design requirements needing special processing.

#### **5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(SEP 1999)**

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

**5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)**

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

**5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Jean Butler, Contracting Officer  
Naval Air Warfare Center, Weapons Division  
1 Administration Circle,  
China Lake, CA 93555-6100  
Phone (760) 939-5927

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (APR 1998) ALT I (APR 1998) (NAVAIR)**

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): Will be provided at contract award.

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in

(c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101):

Will be specified at the task order level.

(3) Special Test Equipment (as defined in FAR 45.101):

Will be specified at the task order level.

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

Will be specified at the task order level.

(i) Vehicles. The Government will furnish contractor-acquired vehicles to the contractor (Government Furnished Equipment (GFE) listing will be specified on the task order). With the exception of GSA obtained vehicles, title to these vehicles shall be registered in the contractor's name and ownership shall remain with the Government. At the end of the contract, all vehicles [either government furnished property (GFP) or contractor acquired property (CAP)] shall be transferred to the follow-on contract. If the GFE vehicles become excess property, the contractor shall report and submit inventory schedules (SF-1400) covering the excess vehicles to the Government Property Administrator for final disposition.

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

Will be specified at the task order level.

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301):

Will be specified at the task order level.

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished

Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

Will be specified at the task order level.

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

Will be specified at the task order level.

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

(2) Description	Serial Number	Bailment Agreement Under which Accountable
-----------------	---------------	--

None

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of

such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors	JUL 1995
	Debarred, Suspended, or Proposed for Debarment	
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt II	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data- Modifications (Oct 1997)- Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998

52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

## CLAUSES INCORPORATED BY FULL TEXT

**52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from

\* through \*

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

\* To be completed at contract award.

**52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$20,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after \*

\* To be completed at contract award

**THE FOLLOWING CLAUSE IS APPLICABLE TO CLIN 0005****52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may increase the quantity of hours called for in the Schedule at the estimated cost specified. The Contracting Officer may, by written notice to the Contractor, exercise the option for any quantity, on multiple



occasions, provided the total option quantity of CLIN 0005 does not exceed 155,100 hours. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
  - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
  - (ii) Otherwise successful offers from small business concerns;
  - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
  - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
  - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
  - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

**52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)**

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified

small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

#### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$300,000.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

GS Series/Title	STARS Labor Category	GS-Grade	Monetary Wage
2210 IT Specialist 0856 Electronics Technician	Specialist/Technical - I	GS-1 - 4	\$ 7.68
2210 IT Specialist 0856 Electronics Technician	Specialist/Technical - II	GS-5 - 8	\$ 11.84
2210 IT Specialist 0856 Electronics Technician	Specialist/Technical - III	GS-9/10	\$ 17.93
2210 IT Specialist 0856 Electronics Technician	Specialist/Technical - IV	GS-11/12	\$ 21.70
301 CM/DM Specialist 1083 Technical Writer	Clerical/Administrative - I	GS-1 - 3	\$ 7.68
301 CM/DM Specialist 1083 Technical Writer	Clerical/Administrative - II	GS-4/5	\$ 10.58
301 CM/DM Specialist 1083 Technical Writer	Clerical/Administrative - III	GS-5/6	\$ 11.84

301 CM/DM Specialist 1083 Technical Writer	Clerical/Administrative - IV	GS-6/7	\$ 13.19
301 CM/DM Specialist 1083 Technical Writer	Clerical/Administrative - V	GS-8/9	\$ 16.24

**52.244-2 SUBCONTRACTS (AUG 1998) ALT I (AUG 1998)**

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(1) Any subcontract with non-team members which exceed \$2,500.00 shall be approved by the Contracting Officer's Representative (COR) and the Ordering Officer.

(2) Any single item or system (including hardware, software, spare and repair parts) which exceeds \$2,500.00 shall be approved by the COR and Ordering Officer.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(1) Team-Member Subcontractors.

#### **52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEV)**

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title.

(1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited Risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)-

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

- (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
  - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
  - (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.
- (3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
- (ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--
- (A) Did not result from the Contractor's failure to maintain an approved program or system; or
  - (B) Occurred while an approved program or system was maintained by the Contractor.
- (4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.
- (5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low-value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--
- (i) The lost, destroyed, or damaged Government property;
  - (ii) The time and origin of the loss, destruction, or damage;
  - (iii) All known interests in commingled property of which the Government property is a part; and
  - (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.
- (7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.
- (8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)**

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Naval Air Warfare Center, Weapons Division (NAWCWD) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the NAWCWD and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to this cost-reimbursement contract. This may be confirmed by contacting the person listed in Section A of this contract."

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) or [www.farsite.hill.af.mil/](http://www.farsite.hill.af.mil/)

**252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)**

(a) Definitions. As used in this clause:

- (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
- (6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.
- (7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
  - (i) Private expense determinations should be made at the lowest practicable level.
  - (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.
- (8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.
- (9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
- (10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
- (11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.
- (12) "Government purpose rights" means the rights to--
  - (i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and
  - (ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.



(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

- (i) Necessary for emergency repair and overhaul; or
- (ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;
- (iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and
- (iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--
  - (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
  - (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option

exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the

Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

**Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.**

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be furnished with restrictions	Basis for assertion	Asserted rights category	Name of person asserting restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

**Government Purpose Rights**

Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

**Limited Rights** \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

**Special License Rights**

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_ (Insert contract number) \_\_\_\_\_, License No. \_\_\_\_\_  
 (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified. (2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

- (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
- (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

#### **252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)**

(a) The Contractor shall provide an annual report --

- (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
- (3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

## SECTION J List of Documents, Exhibits and Other Attachments

## Section J Table Of Contents

<b>Attachment</b>	<b>Description</b>	<b>Date</b>
1.	Wage Determination 94-2044 (14) for Kern County, and	26 January 2001
	Wage Determination 94-2072 (14) for Ventura County	17 April 2001
2.	Award Fee Plan for the STARS Contract	3 January 2002
3.	Personnel Qualifications for the STARS Contract	3 January 2002
4.	Specimen DD Form 254	15 November 2001
 <b>Exhibit</b>	 <b>Description</b>	 <b>Date</b>
A	Contract Data Requirements List (CDRL) DD Form 1423-1	10 January 2002